

EXHIBIT 25

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into as of December 19, 2014 (the "Effective Date"), by and between Ichabod's Cranium, Inc. dba **Asymmetrical Media Strategies**, a California corporation ("Consultant"), and **Medallion Consulting Services LLC**, a Delaware limited liability company (the "Company"), (collectively, the "Party", if singular, or the "Parties", if plural).

Recitals:

- A. Consultant provides various public relations, marketing and communications services, such as articles, blog posts (individually, "PR Effort", and collectively, "PR Efforts") in order to influence public opinion with regard to company issues.
- B. Company desires to engage the services of Consultant ("Services") in order to take advantage of the experience and knowledge of Consultant, and Consultant desires to accept such engagement, upon the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the above stated premises, the Parties hereby agree as follows:

1. Appointment and Duties of Consultant. The Company hereby retains the Services of Consultant as a communications strategist and tactician to partner with Company, during the term of this Agreement in connection with its business of strategic communications for Company. Consultant hereby accepts such engagement, upon the terms and conditions set forth in this Agreement. Consultant will provide Services upon Company's approval of strategies presented by Company or Consultant on an agreed-upon basis. Consultant expressly does not guarantee that his Services will be of tangible benefit to the Company.

2. Term and Termination: Effect of Termination. The term of this Agreement will commence on the Effective Date and will continue thereafter until March 31, 2015 (the "Termination Date"). Either Party may terminate this Agreement and/or any Service Addendum upon five (5) days' prior written notice. In the event of such a termination of this Agreement, FGM shall not be entitled to receive any monthly payments of the consulting fee set forth in Section 3 below that are due after the date of termination. Sections 3, 6, 7, 9 and 10 of this Agreement will survive termination of this Agreement.

The Parties may, upon mutual written agreement, extend the term of this Agreement at any time before or after the Termination Date.

3. Consulting Fee. In consideration for Services rendered by Consultant to the Company, the Company will provide the following remuneration: Five Thousand dollars (\$5,000.00) per month, payable for three (3) months, in advance of Consultant's Services for each month, with the first payment due on January 1, 2015, and continuing monthly thereafter

with a final payment due on March 1, 2015. Company may provide a bonus to Consultant should Company choose to do so.

4. Expenses. Except as hereinafter stated, all reasonable expenses incurred by Consultant in the performance of Consultant's Services hereunder will be borne and paid by Consultant.

5. Review of Published Materials. Prior to Consultant's publication of any articles, blog posts, etc. ("Published Materials") in connection with the Services, Consultant must receive the prior written approval of both the Company's President and Legal Department. The President and the Legal Department shall review and approve or reject any Published Materials within three (3) business days after receipt of such Published Materials.

6. Company Proprietary Material. The Company hereby provides Consultant with a non-exclusive right and revocable license to use and reproduce Company and Company affiliates names, logos, registered trademarks and service marks ("Company Proprietary Material") in connection with the Services. Consultant acknowledges that, except as specifically provided in this Agreement, it will acquire no interest in Company Proprietary Material. Upon termination of this Agreement, Consultant will cease using Company Proprietary Material.

7. Representations of Consultant. Consultant hereby represents, warrants and covenants to the Company that:

a. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the Parties hereto. Consultant acknowledges that it is an independent contractor, is not authorized to act on behalf of the Company or its affiliates, is not an agent or employee of the Company or its affiliates and is not entitled to receive, and will not receive, any fringe benefits or other benefits provided or afforded to employees of the Company or its affiliates.

b. Consultant will pay all state, local and federal taxes arising from Consultant's performance of the Services.

c. During the term of this Agreement, and for a period of twelve (12) months following termination of this Agreement, Consultant will not engage in consulting activities which are diametrically opposed to the business perspectives of the Company or its affiliates.

d. Consultant shall comply with all applicable laws and regulations in the course of performing the Services, including, but not limited to, the Securities Act of 1933 and the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (the "Securities Laws").

e. Consultant shall treat as confidential any and all Confidential Information received from the Company or its affiliates in connection with its performance of the Services. For purposes of this Agreement, "Confidential Information" shall mean information, documents, and other tangible things, provided by the Company or its affiliates to Consultant, in whatever

form, relating to the Company's and its affiliates' businesses, including, without limitation, the Company's and its affiliates' financial information, customer lists, product plans, and marketing plans, whether alone or in its compiled form and whether marked as confidential or not. Consultant agree that the existence of, and terms and conditions of, this Agreement shall constitute Confidential Information.

f. Consultant acknowledges that the Company's affiliate, Medallion Financial Corp., is a public company and that the insider trading rules, transaction reporting rules, limitations on disclosure of non-public information and other requirements set forth in the Securities Laws may apply to this Agreement and Consultant's performance of the Services.

8. Representations of Company. Company will not disclose any material non-public information to Consultant at any time.

9. Indemnification. Consultant and the Company (each an "Indemnifying Party") shall defend, indemnify and save the other and its affiliates, directors, officers, trustees, members, employees, agents and servants (collectively, the "Indemnitees") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees and disbursements, that arise, directly or indirectly, from: (a) the acts or omissions of the Indemnifying Party; or (b) a breach of any term or condition of this Agreement; provided, however, that no Indemnatee shall be indemnified and saved harmless to the extent that such liability, cost or expense is caused by the gross negligence or willful misconduct of such Indemnatee.

10. Governing Law. THIS AGREEMENT WILL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAW, RULE OR PRINCIPLE THAT WOULD GIVE EFFECT TO THE LAWS OF ANOTHER JURISDICTION.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

12. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THE COMPANY:

Medallion Consulting Services LLC

By: 

Andrew Murstein, President

CONSULTANT:

Asymmetrical Media Strategies

By: 

Lawrence Meyers, CEO